

***ALBIA
NON-CERTIFIED CONTRACT***

ALBIA COMMUNITY SCHOOL DISTRICT

AND

***ALBIA COMMUNITY
EDUCATION EMPLOYEES ASSOCIATION***

2006-2007

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ARTICLE I
RECOGNITION AND DEFINITIONS

A. Recognition

1. The Albia Community School District is recognized as a public employer governed by the elected Board of Directors.
2. The administrators are recognized as the agents of the Board empowered to manage the operations of the School District according to policies established by the Board of Directors.
3. The Board recognizes the Albia Education Employees' Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified sole and exclusive bargaining representative for all employees as set forth in the Public Employment Relations Board (hereinafter referred to as PERB) certification instrument (Case No. 4983) issued by PERB on August 31, 1994.

B. Definition

1. The term "Board," or "District" as used in this Contract, shall mean the Board of Directors of the Albia Community School District, or its duly authorized representatives.
2. The term "employee," as used in this Contract, shall mean all non-certified employees as stipulated in Section A.3 above.
3. The term "Union," "bargaining agent," or "Association (AEEA)," as used in this Contract, shall mean the AEEA, or its duly authorized representatives or agents.
4. The term "Day," as used in this Contract shall mean calendar days, except that if the last day falls on a Saturday, Sunday or other holiday, the time period shall be extended to the next regular calendar day unless the contract language herein specifically specifies working days for a particular paragraph or provision.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" shall mean a claim that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. "Grievant" is an employee, group of employees, or the Association filing a grievance.
3. "Days" shall mean working days, except as otherwise indicated.

B. Procedure

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. Grievances involving a group of employees or employees from more than one work site may be initiated at the Third (3rd) Step of the grievance procedure in the form of a written grievance. In the case of complaints about alleged violation, misinterpretation, or misapplication of specific provision of this Agreement relating to Association rights, the Association president or his/her designee shall have the right to present the Association's grievances.
2. The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the District's failure to grant a decision within the time limits shall permit the grievant to proceed to the next step of the procedure. The time limits, however, may be extended by mutual agreement. Such consent must be in writing.
3. Any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grievant or other employees.
4. A grievant may be represented at all stages of the grievance procedure by himself/herself or by an Association representative. When an employee is not represented by the Association, the Association shall have the right to be present at all levels of the grievance process and to state its views at all stages of the grievance procedure.

An individual shall be free to adjust individual complaints without Association representation.

C. Steps

(1) First Step - Informal

An attempt shall be made to resolve any grievance in informal, verbal discussion between the employee and his/her immediate supervisor. This discussion shall occur within five (5) days from the date of occurrence of the event giving rise to the grievance.

(2) Second Step - Supervisor

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing on the Grievance Form provided (Appendix A), and at a mutually agreeable time, discuss the matter with his/her supervisor. The filing of the formal, written grievance at the Second Step must be within ten (10) days from the date of occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within ten (10) days after receipt of the grievance.

(3) Third Step - Superintendent

In the event a grievance has not been satisfactorily resolved at Step 2, the grievant shall file a copy of the grievance with the Superintendent, his designee or secretary within five (5) days of the supervisor's written decision at the Second Step. Within ten (10) days after such written grievance is filed, the grievant and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) days of the Third Step grievance meeting and communicate it in writing to the employee and his/her supervisor.

(4) Fourth Step - Arbitration

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grievant to the Superintendent within thirty (30) days from receipt of the Step 3 disposition to enter into such arbitration. The Public Employment Relations Board (PERB) will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding upon the parties.

D. Arbitration

- (1) Expenses for the arbitrator's services shall be borne equally by the Board and the Association.
- (2) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his/her decision not later than fifteen (15) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her.
- (3) The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

E. Miscellaneous

- (1) No reprisals of any kind will be taken by the District against any employee because of his/her participation in the grievance procedures.

- (2) The School District shall not be required to process a grievance through this grievance procedure if any claim or complaint, or appeal concerning the same or similar set of facts, is filed in any forum other than under the grievance procedure of this Master Contract prior to the final resolution of such grievance.

ARTICLE III HOURS OF WORK

- A. Assignment The administration shall determine all hours, starting and stopping time, and the assignment of employees during those hours to insure and maintain the services necessary and essential to the functioning of the School District.
- B. Full-time Full-time employees shall be defined as those that work thirty-five (35) or more hours per week for at least nine (9) months or more.

Part-time Part-time employees shall be defined as those that work less than thirty-five (35) hours per week.

- C. Break Period All employees working four consecutive hours or more per day, shall have a fifteen (15) minute duty-free paid break period during each continuous four hour period.
- D. Lunch Period After an employee has worked four hours or more per day they shall have a daily duty-free unpaid lunch period of thirty (30) minutes. Lunch periods may be adjusted for food service workers to accommodate serving lunch to students. (i.e. Food service workers may receive a paid 30 minute lunch in lieu of the two 15 minute paid breaks).

For secretaries and aides, lunch schedule may be adjusted by principal to accommodate student needs.

- E. Exceptions Any exceptions to the hours of work or break periods listed above must be authorized by the appropriate Supervisor.
- F. Time Clocks All employees shall use time clocks for punching in at the beginning of a shift, in/out for lunch, and out at the end of the work period. Overtime shall also be clocked in/out with prior supervisor approval unless an emergency exists.
- G. The normal work day for all employees shall be established by the District.

Secretaries and aides on Fridays, days preceding holidays or vacations may be free to depart their buildings one half hour after the buses have departed. On days of inclement weather, these employees shall not be required to report more than one-half hour before student attendance and may depart one-half hour after the buses have departed.

This time will initially not be paid, however the employee, if they request, will be allowed to make up the time during the same week and same pay period.

ARTICLE IV INSURANCE

A. Insurance

1. The Board will pay the monthly single premium costs for each regular full time employee for the medical group health insurance plan now provided the employees.
2. The insurance plan shall contain a \$200.00 deductible provision with other terms and conditions remaining the same as the current contract.

B. The Board shall have the right at any time to procure the insurance referred to in Section "A" above from any other insurance company or to self insure at the Board's election and may change insurance carriers as it deems necessary.

C. Full time employee in this Article means an employee who works a 35 hour week or more for nine (9) months or more.

Exception: Any employee who currently works 30 hours per week or more and receives insurance benefits may continue to receive those benefits, the same as a full-time employee, as long as they continue to work 30 hours per week or more. (i.e. if they surrender the benefits or work less than 30 hours the benefits would not be reinstated).

D. New employees shall work a minimum of 30 days and then coverage shall begin on the 1st of the next succeeding month.

ARTICLE V LEAVES OF ABSENCE

Section A. - Sick Leave

1. Accumulative benefits.

- a. All full-time employees are allowed a sick leave as specified below:
 - 10 days -- first year
 - 11 days -- second year
 - 12 days -- third year
 - 13 days -- fourth year
 - 14 days -- fifth year
 - 15 days -- sixth year and all subsequent years

- b. The term of the school year is from July 1, to June 30 inclusive. The above amount shall apply only to consecutive years of employment in the Albia Community School District.
- c. Unused sick leave days shall be accumulated from year to year with the total number of days that may be accumulated, one hundred thirty five (135) days. The 135 days shall be inclusive of the current year.
- d. The Board may require the employee to furnish reasonable evidence to substantiate illness or disability for which sick leave benefits are requested.
- e. Except as hereafter provided in paragraph (h), sick leave may not be used for elective or cosmetic surgery or for doctor or dental appointments.
- f. Part time employees who work twenty (20) hours or more per week may receive pro rated sick leave.
- g. If an employee goes home from work because of illness then sick leave may be used in fifteen minute (15) increments.
- h.
 - 1. Employees who regularly work 20 hours or more per week can go to doctor or dentist in fifteen minute increments and the time can be made up in the same pay period, same week unless extenuating circumstances exist to where this is not possible. Administration will assign time for make-up.
 - 2. Employees may use sick leave for dental and medical appointments up to five (5) days per year. This time may be used in fifteen minute increments.
 - 3. For 2 above, verification attached to time card in writing from doctor. Principal may request verification for #1 above.
- i. An employee may receive up to three (3) days for family illness of spouse, child, or parent for the care of such person when that person is ill and needs assistance for their care because of the illness. Days used for this provision shall be subtracted from the employee's sick leave. For purposes of family illness leave, child shall be defined as:¹
 - a. Unmarried dependent children from birth to age 19.
 - b. Unmarried dependent children who are full-time students, regardless of age.
 - c. Unmarried dependent children totally and permanently disabled prior to age 19.

¹Questions as to definition of child shall be resolved by using the policy definition provided by BC/BS Protector 100. In order for family illness medical leave to qualify for approval for medical appointments or procedures, the attending physician shall verify the necessity of the school employee's presence for the care and assistance of the patient because of the patient's illness.

These days may be used in 15 minute increments.

2. Notification of accumulation:

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than October 1st of each year. Failure of the employee to object to the accounting provided by the District within twenty (20) days of receipt of the notice shall constitute a waiver of the employee's right to grieve said accounting.

Section B. - Temporary Leave of Absence

Employees as described in 1(f) above are entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

1. Bereavement:

Employees may be granted a leave of absence for a total of up to six (6) days without loss of pay for death of an employee's spouse, child, parent, or guardian; of which up to two (2) days without loss of pay for death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, and any other person who has been a member of the employee's household for five (5) years or more immediately prior to his/her death; also of which up to one (1) day for a friend, aunt or uncle, or if employee is executor of estate. The maximum number of days used per this paragraph is six (6) days. Bereavement may be used in one-half ($\frac{1}{2}$) day increments.

2. Jury and Legal:

Leave for jury duty, required appearances in any judicial or administrative proceeding wherein the employee is not a party, except where his/her involvement is District employment-related, or when required to testify in any litigation matter involving employees of the Albia Community School District, shall be granted to employees of the school district with full salary during such absence, less any fees paid the employee for such services.

3. Absence without Pay:

Absence without pay may be authorized by the Superintendent and/or his representative. For such absences, the employee's salary will be computed using the actual hours worked.

The employee shall make application for authorization in advance of the occurrence or, if advance application is not possible, not later than five days after occurrence. Length of service, previous record or absences, and the purpose of the absence shall be factors in the decision as to authorization.

The Superintendent decision shall be final.

4. Personal Leave:

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal leave. A personal day may be used for any purpose at the discretion of the employee.

- (a) No personal leave will be allowed the work day immediately preceding or immediately following any holiday or vacation. However, in the case of an emergency situation, the Superintendent may grant one (1) day of leave before or after a vacation or holiday.
- (b) Unused portions of an employee's personal leave may be accumulated up to a total of three (3) days.
- (c) Personal leave may be used in fifteen minute (15) increments including such things as doctor and dentist appointments, etc.

ARTICLE VI
HOLIDAYS AND VACATION

A. Holidays

Twelve-month employees, who are regularly scheduled to work at the time of the holiday, shall receive the following paid holidays:

- 1. Labor Day
- 2. Thanksgiving Day
- 3. Friday following Thanksgiving Day
- 4. Christmas Day
- 5. Day following Christmas Day
- 6. New Year's Eve Day
- 7. New Year's Day
- 8. Good Friday
- 9. Memorial Day
- 10. Fourth of July

Other employees working nine (9) months or more, and twenty (20) hours or more per week, who are regularly scheduled to work at the time of the holiday, shall receive the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

Employees shall not be required to perform duties on any of the above holidays unless the same are necessary and essential. (i.e. boiler maintenance person). Any such person shall be paid overtime rate.

B. Vacations

1. Full time annual employees (12 month) shall be entitled to vacation with pay according to the following schedule:
 - a. Those who have been employed less than two (2) years - employees in this classification who have been employed continuously more than nine (9) months but less than twenty four (24) months prior to July 01 in any given year shall be granted five (5) days of paid vacation.

Those who have been employed less than nine (9) months at the end of the fiscal year shall not be entitled to any paid vacation period.
 - b. Those who have completed two (2) full years of employment but less than six (6) full years prior to July 1 in any given year will be entitled to ten (10) days vacation.
 - c. Those who have completed six (6) full years of employment but less than eleven (11) full years prior to July 1 in any given year will be entitled to fifteen (15) days vacation.
 - d. Those who have completed eleven (11) or more years prior to July 1 in any given year will be entitled to twenty (20) days of vacation.
2.
 - a. Employees shall submit requests for vacation times in writing to the Superintendent by April 30 of each year. Employees will be notified of their scheduled vacation dates on/before May 31. Employee desires for certain time periods shall be given consideration when the time off does not interfere with nor interrupt school functions, activities or services.
 - b. If a change in vacation date(s) is desired, an employee shall submit a request for the change in writing to the Superintendent. Such requests shall be honored whenever possible per paragraph above.

ARTICLE VII
SENIORITY

A. Definition

- 1) Seniority shall be determined by the number of consecutive years of full-time or part-time employment in a bargaining unit position under contract from the last date of hire.
- 2) Employees laid off or on duly authorized leaves do not lose or gain seniority during such periods. Employees who are hired during the year shall be entitled to credit for length of service in the same proportion that time regularly worked by such employee bears to the time regularly worked by full-time employees or employees hired for the entire school year. An employee shall not accrue seniority while employed less than one-half ($\frac{1}{2}$) time, (20 hours).

- 3) An employee who works the necessary hours above may accrue pro rated seniority in two categories if they work in both categories, (i.e. if a person works 2 hours as an aide and 2 hours as a secretary they would receive 2 hours seniority in each category).
- 4) An employee working the necessary hours in one category but less than full time shall accrue pro rated seniority. (i.e. if a person works 6 hours a day they will receive ($\frac{3}{4}$) time credit for that year).

B. Probationary Period

All new employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

1. The probationary period for employees shall be ninety (90) working days unless waived by the District on an individual basis or the same may be extended by mutual agreement.
2. Probationary employees may be separated for any cause or any reason by the Board or designee during the probationary period without appeal.
3. If action is not taken by the administration to report to the probationary employee, that he/she is not qualified for non-probationary status before the close of the business on the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired regular employee status.
4. While on probation an employee cannot use sick leave with pay. However, if an employee successfully completes probation they then can provide reasonable evidence of illness and be paid for those days previously missed because of illness. An employee cannot use personal days while on probation.

C. Seniority Lists

No later than September 30 of each school year, the Board shall post in all buildings and deliver to the Association Secretary a list showing the job classification and seniority of each employee. Individual employees shall have ten (10) working days after the posting of the seniority list to notify the Employer of errors or omissions. Corrections shall be made when appropriate. After the ten (10) working days have expired the list shall become binding upon the employee(s).

Parties acknowledge that the seniority list was created as a result of bargaining in February 1996 and the list may not reflect seniority as the contract language specifies. This listing will not be used for determining years of service for other purposes in the contract. In the future, seniority will be determined and accrued by the contract Article VII and the contract will be followed per Article VII whenever seniority is applicable.

ARTICLE VIII
VACANCIES AND TRANSFERS

A. Definitions

1. The term "vacancy", as used in this Agreement, shall mean any position, whether newly created or a present position, which the Employer desires to fill.
2. The term "transfer", as used in this Agreement, shall mean the movement of an employee to a different job classification, or a change from one building to another.
3. A transfer shall be considered involuntary if the employee does not consent or agree to the transfer.

B. Notification

1. Notice of vacancies will be announced through regular school communication channels and will be posted in all buildings when school is in session.
2. Announcements of vacancies will be posted at Central Office. When school is not in session vacancies will also be advertised in the Albia newspaper.
3. Employees shall have five (5) working days to give written notice of their intention to apply for the vacancy. For vacancies outside the school year, when the employee is not working, employees shall have seven (7) calendar days to apply for the vacancy. The first working day shall be the day after the notice is posted in the central office. The first day, if outside the school year, shall be the day after the vacancy is first published in the newspaper.

C. Procedure

1. Voluntary Transfer

- a. Employees interested in a vacancy may apply in writing to the Superintendent or his/her designee within the five (5) working-day posting period.
- b. If more than one qualified employee (see paragraph 3 below) applies for the same position, and all qualifications are equal, the most senior applicant shall receive the transfer.
- c. The Superintendent decision as to a voluntary transfer shall be final.

2. Involuntary Transfer

If there is no applicant appropriately qualified for a voluntary transfer, the District shall have the right to involuntarily transfer an employee. Such notice of involuntary transfer shall be given to the employee not less than five (5) working days from the effective date of the transfer. An involuntary transfer may be grieved but only if the transfer has been made arbitrarily and capriciously.

3. Qualifications for transfers which shall be considered are:

- a. Work record
- b. Skills
- c. Experience in District/Seniority
- d. Experience out of District

4. The above factors shall be considered when an employee is being compared to an applicant who is not currently employed by the District, for the available vacancy.

5. If an employee is not chosen for the position and an outside person is hired the employee may request a written explanation as to why they were not chosen for the position.

ARTICLE IX
STAFF REDUCTION & RECALL

A. If the employer determines it is necessary to lay off employees, the lay off shall be accomplished on a district wide basis in the following manner:

- 1) Lay offs will be by category of employees in the unit to wit: custodians, building mechanical maintenance, classroom teacher aides, clerical aides, kitchen assistant, kitchen manager, and secretaries
- 2) Employees within the category selected for layoff will be compared using the following factors:
 1. Work record
 2. Skills
 3. Experience/Seniority

These factors may not have equal importance in each case. When that situation occurs an explanation will be provided by the administration. (For example: skills might be most important because an employee has a license as an electrician or is qualified to work with a boiler, special education aide working with one specific child, etc.)

- 3) If the above factors are equal between the employees the employee with the least seniority within the category will be laid off first. If seniority is the same, the date of hire shall prevail. (i.e. last hired = first reduced).

B. Recall

1. Laid off employees will have recall rights to a vacant position in that employee's classification for one (1) year from the date of last working for the District.
2. If two or more employees are on recall within the same classification the employee with the best qualifications will be recalled first. If qualifications are tied the employee recalled shall be determined by the employee with the most seniority.
3. Laid off employees must keep the District informed of their current address in writing.
4. Notice of recall will be by certified mail return receipt requested and the recalled employee must accept or reject the recall within ten (10) calendar days of the mailing of the notice or the employee will be deemed to have rejected the position. Acceptance of recall shall be in writing and hand delivered to the person issuing the recall notice. Rejection of recall shall terminate recall rights.
5. Recalled employees do not earn benefits or seniority while laid off. A recalled employee shall receive the rate of pay due him/her had the lay off not occurred. (Example: An employee is earning \$6.50/hour at the time of the lay off. The negotiated wage increase for the following school year is \$0.30. When recalled, the employee's wage will be \$6.80.) All unused accumulated sick leave shall be restored upon recall and seniority shall begin to accrue again to be added to the employee's prior seniority.

ARTICLE X
WAGES & PAYMENTS

A. Wages/Amount

Each employee shall receive the same basic compensation that they are currently being paid plus an additional forty-six cents (\$0.46) per hour increase.

- B. Starting Pay: \$8.01 per hour for aides and cooks; \$9.54 per hour for custodians and secretaries; and \$11.04 per hour for head cook.
- C. Custodian Shift Differential: \$0.35 (per hour). Aide Differential: Classroom teacher aides who acquire para-professional certification by the first day of school shall receive an additional \$0.50 per hour.

- D. Aides to Certain Special Education Students: The Administration may pay up to an extra \$0.50 per hour for an aide who works one-to-one with a severely handicapped student who requires extra physical lifting and other assistance and/or an aide who works with a child who requires unique medical assistance and who needs special assistance with bodily functions. The Administration may assign an additional aide to assist with these duties on a regular daily basis as part of the employee's regular work schedule. The Administration may pay up to an extra \$0.50 per hour for this assistance for a maximum of one hour per day. (Example: A five-hour aide would receive his/her regular rate of pay for four hours per day and the extra \$0.50 for one hour per day.)

E. Overtime

- 1) Employees requested/required to work more than forty (40) hours in a seven (7) day period beginning on Sunday and ending on Saturday or to work on holidays shall have the option of being paid one and one-half (1 ½) times the regular hourly rate for that employee or receiving compensatory time off equivalent to one and one-half (1 ½) times the overtime hours worked. (i.e., If employee has six (6) hours overtime they may have nine (9) hours comp time). Such compensatory time shall be mutually scheduled within sixty (60) days of the period in which it was earned.
- 2) Part-time employees requested/required to work overtime shall receive their regular hourly rate of pay until more than forty (40) hours of work has been performed in a seven (7) day period.

E. Temporary Job Assignment During Shift

If the District moves a person to a different job during their shift, and that job pays less, the employee shall not receive a reduction in pay.

F. Method of Payment

- 1) Each non-probationary employee shall be paid in two (2) monthly installments on the fifth (5th) and twentieth (20th) of each month. The wages of nine (9), ten (10) and eleven (11) month employees shall be deferred over a twelve (12) month period except for any overtime worked. Overtime shall be paid once a month on the twentieth (20th) of the month or an employee may elect to receive compensatory time as provided above.

Probationary employees shall be paid for actual time worked during the probationary time and continuing until the beginning of the next fiscal year (July 1) or until the employee's first pay period thereafter, following the completion of the probationary period.

- 2) Each employee shall receive his/her check at his/her regular building and on regular school days. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day whenever reasonably possible.

G. Miscellaneous

- 1) If any employee's work hours vary from their regular shift the employee shall attach a note to their time card with a brief explanation. The purpose of this is to facilitate accurate and expeditious handling of payroll by the business office.
- 2) Any employee working in more than one classification in their regular assignment shall be paid for the time worked in each classification per the appropriate rate for the individual classifications.

H. Retirement/Final Pay

Employees retiring at the end of the school year shall have the option of receiving their last paycheck prior to June 30 or on or after July 1 to maximize their retirement benefits. The employee shall notify the District by June 1 if they elect this option.

ARTICLE XI
DUES DEDUCTION

- A. Authorization: Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of current AEEA, ISEA, and NEA dues.
- B. Regular Deduction: Pursuant to a deduction authorization, the Board shall deduct one-twenty-second (1/22) of total dues from each regular salary check of the employee semi-monthly for eleven (11) months, beginning in October and ending in August of each year.
- C. Pro rated Deduction: Employees who begin dues deduction after October shall have the total dues pro rated on the basis of the remaining months of employment through August.
- D. Duration: Such authorization shall be given for each contract period in writing.
- E. Authorization Card: The Association shall inform its members of the dues deductions system and provide the necessary authorization cards to its membership for the deduction; said cards are to be signed by an officer of the Association.
- F. Limitations: Dues deductions shall be limited to current Association dues and shall not include special assessments, back dues, fines, or other similar items, and shall not include dues accruing after termination.
- G. Time for Filing: Cards authorizing dues deduction must be received by the Board ten (10) days prior to the end of a pay period.

- H. Hold Harmless: The Association agrees to indemnify and hold harmless the Board, Board Secretary, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in this agreement between the parties for dues deductions. Errors in calculation will be adjusted in the next pay period.

ARTICLE XII MISCELLANEOUS

A. Finality and Effect

1. This Agreement supersedes and cancels all previous agreements and practices between the Board and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Separability

If any article, section or clause of this Agreement is declared illegal by a court of competent jurisdiction then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

C. Printing

The District will provide 30 copies to the Association President and shall have one copy on file in each Principal's office.

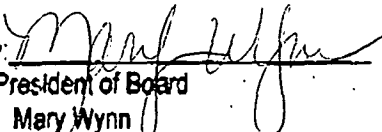
D. Duration

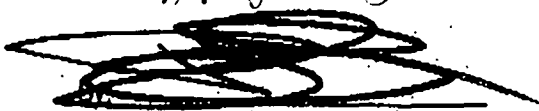
This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007, with the following exceptions:

E. Signature Clause

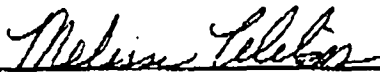
In witness whereof, the parties hereto have caused this Contract to be signed by their respective presidents and chief negotiators, and their signatures placed thereon, all on the 25th day of July, 2006.

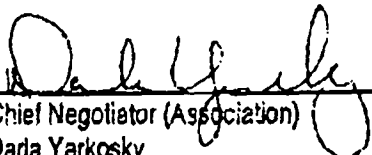
ALBIA COMMUNITY SCHOOL
DISTRICT

By: 
President of Board
Mary Wynn


Chief Negotiator (Board)
Brian L. Gruhn

ALBIA EDUCATIONAL
EMPLOYEES ASSOCIATION

By: 
President of Association
Melissa Wilson

By: 
Chief Negotiator (Association)
Darla Yarkosky

APPENDIX A

GRIEVANCE FORM

Distribution of Form

1. Association
2. Employee
3. Employer

Step 1: Date filed

Step 2: Date filed

Grievant(s)

STEP 2

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor_____

Signature of Principal or
Immediate Supervisor

Date

STEP 3

A. The decision at Step 2 is rejected.

Signature of Grievant

Date filed

B. Disposition by Superintendent or Designee_____

Signature of Superintendent

Date

STEP 4

A.

Signature of Association

Signature of Grievant

B.

Date Submitted to Arbitration

APPENDIX B

DUES DEDUCTION AUTHORIZATION FORM

Authorization for payroll deduction for Education Association Dues

First Name	Initial	Last Name
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I hereby request and authorize the Board of Education of the Albia Community School District, as my remitting agent, to deduct from my earnings each pay period until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each pay period for me on my behalf to the treasurer of the Albia Education Employees Association, listed as follows:

<u>Itemized Membership</u>	<u>Dues</u>
_____	_____
_____	_____
_____	_____
<u>Total</u>	= _____

It is understood that normally authorization shall begin in October except for those signing up to late for the date to be applicable then on the first payroll period ending date following sign up, dues will be withheld, and shall continue through August unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Signature	Social Security Number

	Date

MEMO OF UNDERSTANDING

1. The District acknowledges that it will maintain current practice on professional leave.
2. The District will continue to use the same (current) evaluation instruments.
3. The District acknowledges that an employee may use reasonable force as stated below:

An employee may, within the scope of his/her employment and pursuant to Board policies then in effect, use and apply such force as is reasonably necessary to lawfully quell a disturbance threatening physical injury to himself/herself or to others and to obtain possession of weapons or other dangerous objects on the person or within the control of a pupil when such action may be required to prevent injury and to protect the property of the school district.

4. The District agrees that the following will be its policy on bomb threats:

In all cases where a school official is notified of a bomb threat, the affected building or buildings shall be cleared by the Superintendent and all students evacuated until such time as a thorough search reveals the bomb or the lack thereof. No employee shall be required to search for a bomb.

5. Employees can be excused for purposes of viewing homecoming parade and if the same occurs during their work period there will be no pay deduction.